

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BEAUMONT  
AND  
POLICE OFFICERS ASSOCIATION  
(POA)  
Effective September 1, 2018 through August 31, 2020

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BEAUMONT  
AND  
POLICE OFFICERS ASSOCIATION

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into between the City of Beaumont, a Municipal Corporation (CITY), and the Beaumont Police Officers Association (POA), relative to wages, hours and other terms and conditions of employment for the classifications listed in Article IV, section A. For purposes of this Agreement, CITY and POA may be collectively referred to as the "Parties" or individually as a "Party". This Agreement shall become effective September 1, 2018 and shall remain in full force and effect until August 31, 2020, and year to year thereafter, unless either Party submits a written request to the other Party to renegotiate this Agreement no earlier than January 1 and no later than January 31 prior to the scheduled date of expiration.

**ARTICLE I: EMPLOYEES' HANDBOOK**

It is understood and agreed that there is an Employee Handbook (also referred to as the Personnel Manual) and an Employer-Employee Relations Resolution (Resolution No. 1978-16) ("Employer-Employee Relations Resolution"), which are incorporated in this Agreement by reference unless hereafter modified by mutual agreement. The provisions of this Agreement prevail when there is an inconsistency between this Agreement and the Employee Handbook. All previous Memoranda of Understanding and Agreements, whether written or verbal, are superseded by this Agreement.

**ARTICLE II: MANAGEMENT RIGHTS**

The employees recognize and agree that the CITY and its representatives have the exclusive responsibility and authority for managing and directing all operations and activities of the CITY, including, but not limited to, the exclusive right to determine the composition of its constituent departments, commissions and boards, the processes and the material to be employed: to subcontract any work or operation; to expand or diminish services; the procedures and standards of selection for employment and promotion; determine classification, direct its employees; take disciplinary action (for just cause following any probation period); relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted and to assign work to employees, make reasonable assignments outside normal job classifications when mandated by reduction of personnel, to establish and change work schedules and assignments, to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

### ARTICLE III: NON-DISCRIMINATION CLAUSE

The provisions of this Agreement shall apply to all persons covered by this Agreement without discrimination on account of race, religion (including religious dress and grooming practices), color, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation, national origin (including language use restrictions), ancestry, citizenship status, uniformed service member or veteran status, marital status, age, medical condition (genetic characteristics, cancer related), physical or mental disability (including HIV and AIDS), gender, gender identity, or gender expression, nor will there be any discrimination with respect to hiring, retention or any conditions of employment because of membership or activities on the POA.

The POA will accept into membership all eligible persons of the bargaining unit without regard to any protected class under federal, state or local law.

### ARTICLE IV: POA SPECIFIC BENEFITS

- A. **RECOGNITION:** The CITY hereby recognizes the POA as the only authorized representative of present and future employees in the Police Officer, Police Corporal, Police Sergeant, Public Safety Dispatcher, Support Services Specialist, Support Services Supervisor and Police Services Analyst classifications covered by this Agreement. Provided, however, that this provision shall not preclude employees from exercising his/her rights as may be provided by the Meyers-Milius-Brown Act, the Employee-Employer Relations Resolution of the CITY, or other applicable law. This Agreement does not cover the SEIU Local 721, Managers, Police Management, Professional Technical, or any other classification of employees.
- B. **MEMBERSHIP DUES:** To the extent permitted by law, the employees who qualify for, and agree to join, membership in the POA according to Article IV, section A must affirmatively consent to pay a monthly service fee, not to exceed normal POA dues, as compensation to the POA for services rendered in the contract negotiations and administration. The CITY shall rely on a certification from the POA requesting a deduction or reduction that the POA has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The POA shall indemnify the CITY for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization.
- C. **NEW EMPLOYEE ORIENTATIONS:** The City shall provide the POA mandatory access to its new employee orientations. The City shall provide the POA no less than 10 days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. The structure, time, and manner of POA access shall be determined through mutual agreement between the City and the POA, subject to the requirements of Government Code section 3555 et seq., as may be amended from time to time. The date, time, and place of the orientation shall not be disclosed to anyone other than the employees, the POA, or a vendor that is contracted to provide a service for purposes of the orientation.

- D. MEET AND CONFER:** The CITY agrees to provide the POA Board of Directors with a copy of any proposed changes that would be subject to meet and confer per the Meyers-Milias-Brown Act to allow for their review and comment prior to adoption.
- E. COURT TIME:** When an employee must appear in court or is placed on-call by the court or District Attorney, while off duty, the employee shall be compensated for a minimum of four (4) hours at the overtime rate per court day. Additional hours worked after the first four (4) hours will also be compensated at the overtime rate of time and one-half.
- F. CALL BACK:** An employee who is called in to work on a non-scheduled work shift shall be compensated for a minimum of two (2) hours for the first call back, and for every 15-minute period after the initial 2-hour period, and for any other call backs within the same twenty-four (24)-hour period. All call back time will be compensated at the overtime rate. An employee called in early for an assigned shift shall only be compensated for the actual time worked, payable at the overtime rate (e.g. one (1) hour early shall earn one (1) hour of overtime pay). Call-back compensation does not commence until the employee arrives at the worksite.
- G. EDUCATIONAL INCENTIVE:** Each employee shall receive a salary increase, as indicated, if they obtain the following:
1. Intermediate P.O.S.T. Certificate; or AA Degree; or AS Degree — 2.5%.
  2. Advanced P.O.S.T. Certificate; or BA Degree; or BS Degree — an additional 5%.
  3. Supervisor P.O.S.T. Certificate; or Master's Degree — an additional 2.5%.
- The employee shall receive the salary increase effective the date noticed on the certificate after submission of the documentation showing completion. The Police Department shall notify an employee of POST correspondence and it is the employee's responsibility to submit said documents in a timely manner to receive full benefits of the salary increase.
- H. EVALUATION/POSITION DESCRIPTION:** Each employee shall be subject to an "Employee Evaluation" and any updated position description on or about their anniversary date of each calendar year. Probationary employees shall be subject to an evaluation at six (6), twelve (12) and eighteen (18) months.

#### **ARTICLE V: SWORN CLASSIFICATION SPECIFIC BENEFITS**

- A. ON-CALL:** The CITY agrees to the following standards for on-call status and compensation:
1. On-Call Status: The CITY reserves the right to place an employee on-call. An employee may be placed on-call for a period of up to seven (7) days in order to provide after-hour response to emergency or critical incidents. Employees placed on-call shall adhere to the following requirements, but is otherwise free to use the off-duty time without restriction:

- a) To be able to respond promptly to the designated location and arrive within a reasonable period of time after being notified to respond. Reasonable response time shall be the time required to get ready and then drive at normal speeds to the designated duty location (including the need to first stop at the station if necessary). Employees subject to this provision must be able to arrive within one (1) hour and fifteen (15) minutes of notification; and
- b) To be reachable by telephone; and
- c) To refrain from activities which might impair his/her ability to respond; and
- d) To refrain from the use of any alcohol or other substances (i.e. prescription drugs) that impairs ability to respond or function in their capacity as a police officer.

2. On-Call Compensation: An employee placed on-call shall be eligible for the following:

- a) On-call pay of seven (7) hours per seven (7) day period, or one (1) hour per actual day of on-call, at the employee's regular rate of pay; and
- b) A CITY-owned take home vehicle during the on-call period that shall only be used for official CITY business outside of the daily commute to and from the employee's worksite. Incidental use may be approved by the Chief of Police. The CITY shall provide fuel, maintenance, and insurance. An employee assigned the use of a take home vehicle shall adhere to all requirements of the On-Call provisions listed in Section A.1 of this Article V.

**B. TAKE HOME VEHICLES:** An employee assigned a take home vehicle shall be subject to the following requirements:

- 1. CITY vehicles shall be parked in the garage or other off-street parking location attached to the employee's primary residence;
- 2. CITY vehicles shall not be assigned to an employee who lives in residences with common parking areas (e.g. apartment complexes);
- 3. Vehicles shall be locked when not attended.
- 4. Any weapons stored in the vehicle shall be placed in a secure weapons storage device or properly secured in the residence when the vehicle is not attended.

In accordance with FLSA, time spent traveling during normal work hours is considered compensable work time. Time spent in home-to-work travel by an employee in an employer-provided vehicle, or in activities performed by an employee that are incidental to the use of the vehicle for commuting, generally is not "hours worked" and, therefore, does not have to be paid. This provision applies only if the travel is within the normal commuting area for the employer's business and the use of the vehicle is subject to an agreement between the employer and the employee or the employee's representative.

- C. **SAFETY EQUIPMENT:** The CITY will provide for their use all safety equipment, including duty weapons, to each authorized employee.
- D. **DUTY WEAPONS:** The CITY shall furnish a duty weapon to each authorized employee. If an employee elects to carry a different duty weapon, the employee shall provide the weapon at his/her own cost. Duty weapons shall be restricted to the following calibers: 40, 45, or 9mm. Duty weapons shall be approved by the Range Staff and the Chief of Police. The employee shall qualify with the weapon before it can be carried on duty. The CITY shall provide all duty-ammunition for duty weapons.
- E. **1959 SURVIVOR'S BENEFIT PROGRAM:** The CITY agrees to pay the CITY and Employee portion of the 1959 Survivor's Benefit Program (4<sup>th</sup> Level), not to exceed \$150.00 per year.
- F. **FIELD TRAINING OFFICER PAY:** Any employee at the rank of Police Officer who is a Police Officer Standards and Training (POST) certified Field Training Officer and is assigned a trainee for the purposes of initial or remedial field training, shall receive from the CITY an additional five percent (5%) of base pay, only during the actual time, as approved by the Chief of Police, or his designee. Employees at the rank of Corporal who are assigned a trainee will not be eligible for the above additional compensation.
- G. **MOTOR OFFICER PAY:** Any employee, who is a certified Motor Officer and is assigned to work on a CITY owned motorcycle, shall receive an additional five percent (5%) of base pay, only during actual training and patrol time on a police motorcycle, as approved by the Chief of Police, or his designee.
- H. **K9 OFFICER PAY:** Any employee, who is a certified "K9 Officer" and is assigned a canine shall receive an additional five percent (5%) of base pay, only during actual training and patrol time, as approved by the Chief of Police, or his designee.
- I. **UNIFORM ALLOWANCE:** The uniform allowance for members of the unit is \$100.00 per month. It is the employee's responsibility to maintain all uniforms.
- J. **SCHEDULING:** The CITY agrees to the following scheduling standards:
  - 1. Patrol Shift Assignments:

The CITY agrees to place all sworn employees assigned to patrol specific functions on twelve (12) hour shifts and all non-patrol specific functions on ten

(10) hour shifts. The CITY agrees to rotate patrol shift assignments on a quarterly schedule during the months of January, April, July, and October.

The CITY reserves the right assign shifts based on departmental needs.

2. Special Event Assignments:

The CITY will not require mandatory adjustments to shift assignments for special events. Special events that require additional staffing shall be offered at the CITY's discretion as a voluntary shift adjustment within the same pay period, or as a paid overtime/compensatory time.

3. Notification of Shift/Assignment Changes:

The CITY agrees to provide employees fourteen (14) days' notice prior to any shift or assignment change.

4. Special Assignments:

Employees assigned to special assignments (i.e. COPPS, Traffic, Taskforce Assignments, and Detectives) agree to waive their right to the fourteen (14) day notification requirement when the shift change is related to their specific assignment.

5. Requests for Leave:

Sworn employees shall provide the CITY with a twenty-one (21) day notice of any requests for leave to ensure the CITY has the appropriate amount of time to make shift and/ or assignment change notifications to employees affected by leave requests that may place staffing levels at or below minimum staffing.

Requests submitted with less than twenty-one (21) days' notice may be approved if staffing is available with the approval by the direct supervisor of the affected team and/or assignment.

**ARTICLE VI: SUPPORT CLASSIFICATION SPECIFIC BENEFITS**

- A. **TRAINER PAY:** An employee who is assigned, in writing, a trainee for the purpose of initial and remedial training, shall receive an additional five percent (5%) of base pay for the actual hours of training time and with prior approval by the City Manager.
- B. **UNIFORM ALLOWANCE:** The uniform allowance for Public Safety Dispatchers and Support Services Specialists of this unit is one hundred dollars (\$100.00) per month. It is the employee's responsibility to maintain all uniforms.
- C. **NOTARY CERTIFICATION:** The CITY reserves the right to identify which classifications and how many notary certificates are issued. Upon prior approval by the City Manager,

when any employee takes and passes the Secretary of State Notary Examination, he or she may receive up to an additional five (5%) percent differential pay, retroactive to when the certification is received and he or she can begin to notarized documents. All documents and/or correspondence is to have the CITY's mailing address as the contact address for any and all notary supplies, certification, and/or notifications. Upon expiration if it is not renewed the employee will lose such increase.

**D. WORKING HOURS:**

1. Public Safety Dispatcher Alternate Work Schedules:

The POA is in the process of petitioning the National Labor Relations Board (NLRB) to certify POA as the bona fide representative for employees in the Public Safety Support Services Unit, for the purposes of Section 7(b) of the Fair Labor and Standards Act (FLSA) of 1938, 29 U.S.C. Section 207(b). Once this bona fide certification is complete, the Parties agreed to the formation of a valid 2080 Plan.

The CITY agrees to implement an alternate work schedule, for Public Safety Dispatchers only, consisting of the following in an eighty (80) hour two-week pay period:

- a) One 36-hour Work Week — Three (3) twelve (12) hour shifts; and
- b) One 44-hour Work Week — Three (3) twelve (12) hour shifts and one (1) eight (8) hour shift

**E. CELL PHONE:** With City Manager approval the CITY shall provide a cell phone for use by a Manager/Supervisor who is subject to 24-hour call back.

**ARTICLE VII: SALARY AND BENEFITS**

**A. UNIFORM COMPENSATION PLAN:** The CITY agrees to maintain a Uniform Compensation Plan, and shall place employees within monthly salary ranges, or the equivalent hourly rate if the employee is permanent part-time.

**B. RAISES:**

1. Sworn:

- a. Effective the first period that falls on or immediately after the date on which this Agreement is approved by CITY Council, the CITY agrees to provide a ten percent (10%) across the board raise to all sworn members covered by this Agreement.
- b. Effective July 1, 2019, the CITY agrees to provide an additional two and one-half percent (2.5%) across the board raise to all sworn members covered by this Agreement.

2. Nonsworn:

- a. Effective the first period that falls on or immediately after the date on which this Agreement is approved by CITY Council, the CITY agrees to provide a five percent (5%) across the board raise to all nonsworn members covered by this Agreement.

**C. SALARY STEP INCREASE:** Each employee may (until reaching the maximum step for a salary range), on his/her anniversary date, be eligible for a salary step increase within the approved salary range. The CITY retains the right to approve or deny any salary step increase, for reasonable cause, after formal evaluation of said employee, which shall occur every year on or about the employee's anniversary date.

**D. RATE OF PAY HIGHER THAN STARTING:** When an employee is hired to fill a specific position within the CITY, and his/her qualifications and/or experience justifies a rate of pay higher than the posted starting pay, the City Manager may at his/her sole discretion approve a starting pay anywhere within the salary range for that position. The City Manager may also at his/her discretion offer credit for previous experience in another governmental agency for the purpose of vacation accrual calculations.

**E. SAFETY POLICE EMPLOYEES RETIREMENT SYSTEM (PERS):**

1. CalPERS Definitions:

The CITY provides employees with retirement benefits through the California Public Employees Retirement System (CalPERS). Such benefits are subject to applicable law and regulations, including but not limited to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA) of 2013, and CalPERS. For the purpose of retirement benefits, employees are defined as either a "classic" or "new" member of CalPERS as follows:

- a) "Classic" Member: Any employee - excluding transit employees\* - hired by the CITY prior to January 1, 2013; or any employee previously employed by a CalPERS participating public agency, hired by that agency prior to January 1, 2013, and who becomes employed by the CITY with less than a six (6) month break in service; or any transit employee hired by the CITY prior to December 29, 2014; or any employee, regardless of hire date, who is eligible for reciprocity with another California public retirement system.
- b) "New" Member: Any employee - excluding transit employees\* - hired by the CITY or any other CalPERS participating public agency, on or after January 1, 2013; or any employee previously employed by a CalPERS participating public agency who becomes employed by the CITY after a break in service of greater than six (6) months; or any transit employee hired

by the CITY on or after December 30, 2014; or any employee, regardless of hire date, who is ineligible for reciprocity with another California public retirement system.

\* See CalPERS Circular Letter No: 200-006-15 issued on February 25, 2015 regarding PEPRA and transit employees.

2. Retirement Formulas and Calculations:

Retirement formulas and calculations are based upon a combination of the employee's age, years of service, and annual pensionable compensation.

- a) "Classic" Members: "3% at 50" and single highest year.
- b) "New" Members: "2.7% at 57" and three-year average. Pensionable compensation cap on annual salary used to calculate final compensation.

3. Rates of Contributions:

- a) "Classic" Members: Effective the first period that falls on or immediately after the date on which this Agreement is approved by City Council, the CITY shall pay one hundred percent (100%) of the employer's obligation. The employee shall pay one hundred percent (100%) of the Employer Paid Member Contributions (EPMC). The EPMC is currently nine percent (9%) for public safety employees.
- b) "New" Members: The CITY and employee will participate in equal sharing of normal costs, with the employee paying fifty percent (50%) of normal costs.

4. Eligibility for Part-Time Employees:

Pursuant to CalPERS regulations, part-time employees shall become eligible for CalPERS retirement membership on the first day of the pay period in which the employees complete one thousand (1,000) hours of service during any fiscal year (July 1 through June 30). A part-time employee is defined by CalPERS, as an employee who works less than forty (40) hours per week for a majority of the weeks in a year.

The CITY provides part-time and seasonal employees, who are not eligible to participate in CalPERS, with retirement benefits through Public Agency Retirement Services (PARS).

5. CalPERS Service Credit for Vested Sick Leave:

In accordance with the provisions set forth in Article VII, section K, the CITY agrees to a service credit of unused sick leave for CalPERS retirement when an employee retires from CITY employment.

**F. MISCELLANEOUS PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) ELIGIBILITY:**

1. CalPERS Definitions:

The CITY provides employees with retirement benefits through the California Public Employees Retirement System (CalPERS). Such benefits are subject to applicable law and regulations, including but not limited to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA) of 2013, and CalPERS. For the purpose of retirement benefits, employees are defined as either a "classic" or "new" member of CalPERS as follows:

- a) "Classic" Member: Any employee - excluding transit employees\* - hired by the City prior to January 1, 2013; or any employee previously employed by a CalPERS participating public agency, hired by that agency prior to January 1, 2013, and who becomes employed by the CITY with less than a six (6) month break in service; or any transit employee hired by the CITY prior to December 29, 2014; or any employee, regardless of hire date, who is eligible for reciprocity with another California public retirement system.
- b) "New" Member: Any employee - excluding transit employees\* - hired by the CITY or any other CalPERS participating public agency, on or after January 1, 2013; or any employee previously employed by a CalPERS participating public agency who becomes employed by the CITY after a break in service of greater than six (6) months; or any transit employee hired by the CITY on or after December 30, 2014; or any employee, regardless of hire date, who is ineligible for reciprocity with another California public retirement system.

\* See CalPERS Circular Letter No: 200-006-15 issued on February 25, 2015 regarding PEPRA and transit employees.

2. Retirement Formulas and Calculations:

Retirement formulas and calculations are based upon a combination of the employee's age, years of service, and annual pensionable compensation.

- a) "Classic" Members: "3% at 60" and single highest year.
- b) "New" Members: "2% at 62" and three-year average. Pensionable compensation cap on annual salary used to calculate final compensation.

3. Rates of Contributions:

- a) "Classic" Members: Effective the first period that falls on or immediately after the date on which this Agreement is approved by City Council, the CITY shall pay one hundred percent (100%) of the employer's obligation. The employee shall pay one hundred percent (100%) of the Employer Paid Member Contributions (EPMC). The EPMC is currently nine percent (8%) for miscellaneous (non-public safety) employees.
- b) "New" Members: The CITY and employee will participate in equal sharing of normal costs, with the employee paying fifty percent (50%) of normal costs.

4. Eligibility for Part-Time Employees:

Pursuant to CalPERS regulations, part-time employees shall become eligible for CalPERS retirement membership on the first day of the pay period in which the employees complete one thousand (1,000) hours of service during any fiscal year (July 1 through June 30). A part-time employee is defined by CalPERS, as an employee who works less than forty (40) hours per week for a majority of the weeks in a year.

5. CalPERS Service Credit for Vested Sick Leave:

In accordance with the provisions set forth in Article VII, section K, the CITY agrees to a service credit of unused sick leave for CalPERS retirement when an employee retires from CITY employment.

**G. OVERTIME:** Overtime will be compensated for actual hours worked at the rate of time and one-half (1/2) for overtime in accordance with federal regulations. FLSA exempt employees are not eligible for overtime. Pursuant to FLSA Section 7(k) law enforcement personnel must receive overtime after 80 hours worked during a fourteen (14) day work period. Overtime is based on hours actually worked and does not include paid or unpaid leave time such as vacation, holiday, and sick leave. If an employee is held over after his/her regularly scheduled shift, the employee shall be entitled to overtime for the additional consecutive hours worked. For the purposes of computing the 80 hours Article IV Sections E and F and Article V Section A do not apply.

**H. COMPENSATORY TIME:** At the option of the employee, the employee may elect to bank overtime hours at the rate of time and one-half (1 1/2) hours for each overtime hour. Overtime will be calculated as stated in Section G. FLSA exempt employees are not eligible for compensatory time.

Compensatory time off shall reduce the compensatory time banked on an hour-for-hour basis, since the time worked is banked at time and one-half (1 1/2) times the hours worked. An employee may not be forced, but may elect to take less than eight (8) hours

of compensatory time off on any given day. Compensatory time off shall be scheduled by mutual agreement between the employee and supervisor. Time off shall be granted within a reasonable time after requested unless it would disrupt the operation of the CITY. Each year on the last payroll of the year, the employee will receive a cash out of all compensatory time left in their compensatory time bank from that year. Compensatory time will be cashed out at the employee's rate of pay at the time of payment. Compensatory time may be accrued up to the maximum limits allowed per FLSA regulations, after which overtime will be paid for the hours worked.

- I. ASSIGNMENT TO A HIGHER JOB CLASSIFICATION:** When an employee is assigned to a higher job classification for more than thirty (30) consecutive days, he/she shall receive an additional five (5%) percent differential pay, retroactive to the first day of service in the higher classification. Such assignments shall not exceed six (6) consecutive months in length without mutual agreement of the City Manager and the appropriate unit representative or individual.
- J. CAFETERIA PLAN: THE CITY SHALL CONTRIBUTE ONE-THOUSAND FIVE HUNDRED DOLLARS (\$1,500) PER MONTH TO EACH UNIT MEMBER FOR THE CAFETERIA BENEFIT PLAN DETAILED IN THIS SECTION.**

  - 1. Said contribution shall be used to provide for health insurance for the employee. Employee shall be covered by health insurance with a CITY approved health plan unless the employee provides proof to the CITY the employee is covered by another acceptable health plan as determined by the CITY's Human Resource Department.
  - 2. The balance may be used for any of the following or any combination thereof:

    - a) Health Insurance for employee's spouse and/or dependents;
    - b) Dental Insurance for employee's, spouse and/or dependents;
    - c) Eye care plan for employee, spouse and/or dependents.
  - 3. There is no cash-back of the remaining contributions amount, if any, to the employee after payment of the selected premiums(s). The employee shall be responsible for the remaining payments(s) through payroll deduction, of any premiums selected which are in excess of the monthly contribution amount.
  - 4. If an employee elects to not participate in the Cafeteria Plan and can shows adequate proof of an approved health plan, the employee shall have the option to have an amount equal to the most current Kaiser employee only (single) monthly premium rate [as of January 1, 2018 the single rate is \$536.61] paid to the employee, or deposited by the CITY into the employee's Deferred Compensation Plan each month. If taken as cash payment, the amount is not to be considered as pensionable compensation for the purposes of CalPERS. Such alternative health plan coverage must be verified initially and thereafter on an annual basis through presentation of

a valid medical insurance card, or other reasonable means of verification as approved by the City Manager. Alternative health plan coverage must be maintained until the next available CITY open enrollment period.

**K. SICK LEAVE:**

1. Sick leave shall accrue at the rate of 3.69 hours per bi-weekly pay period for full-time employees.
2. The CITY agrees to a one thousand (1000) hour sick leave accumulation cap. Employees will no longer accrue sick leave once they have reached the cap.
3. The CITY agrees to a service credit of unused sick leave for PERS retirement when an employee retires from CITY employment. If an employee leaves the City with at least seven (7) years of service, the employee may elect to receive a lump sum payment of the value of the unused sick leave. If the employee leaves the CITY prior to completing seven (7) years of service, then the employee is eligible for sick leave cash out using the following guidelines. This payment will be determined by a graduating scale that increases by fifteen percent (15%) per year for each year completed, through the first six (6) years of service ninety percent (90%) and an additional ten percent (10%) after completion of the seventh (7th) year of service (100%). All sick leave vesting levels shall begin after the completion of probation and the second (2nd) year of service thirty percent (30%). A year of service will be considered completed when the employee reaches the anniversary date of their initial employment.

See scale provided below:

% Vested	0%	30%	45%	60%	75%	90%	100%
----------	----	-----	-----	-----	-----	-----	------

Accumulated sick leave hours will be paid out at the time of separation from service at the employee's hourly rate at the time of separation.

4. Employees who are laid off as a result of a reduction in force shall receive, at the option of the employee, either a lump sum payment equal to one hundred percent (100%) of accrued sick leave or the one hundred percent (100%) service credit towards retirement if the employee chooses to retire immediately following layoff.
5. All employees can use accrued paid sick leave for the purposes set forth in Labor Code section 246.5(a).
6. Accrued paid sick leave shall carry over to the following year, but no additional paid sick pay will accrue until the employee's accrued paid sick leave falls below the one thousand (1000) hour cap.

7. The CITY will provide all employees with a written notice of the amount of paid sick leave available. The notice will be provided on the designated pay date with the employee's payment of wages. Sick pay will be paid at employee's hourly rate of pay when the sick leave is taken. Sick pay will be paid by the payday for the next regular payroll period after the sick leave is taken.
  8. Employees can use accrued paid sick leave upon a written or oral request. If the need to use paid sick leave is foreseeable, the employee must give reasonable advance notice. If the need to use paid sick leave is unforeseeable, notice must be given as soon as practicable.
  9. On July 1<sup>st</sup> of every year, part-time, seasonal temporary employees will be credited 3 days (24 hours) or 3 times their normal shift of sick leave. It shall not be carried over, but is available for cash out upon termination.
  10. Accumulated sick leave hours can be paid at the time of separation from service at the employee's hourly rate at the time of separation or the CITY agrees to a service credit of unused sick leave for CalPERS retirement when an employee retires from CITY employment.
  11. An employee may request payment of up to forty (40) hours banked sick pay, to be paid by separate check, per calendar year. The employee is eligible to make the request for banked sick leave provided that the employee is fully vested (7 years) and has a minimum of 160 sick hours in the sick hours bank. Requests for cash payment pursuant to this section shall be submitted to the Human Resources department quarterly. Such requests must be submitted by March 1, June 1, September 1 or December 1 to be paid on the first full pay period in March, June, September or December.
- L. LIFE INSURANCE:** The CITY agrees to provide group term life insurance up to fifty thousand dollars (\$50,000) for each employee.
- M. BILINGUAL PAY:** Employees who have been certified using a CITY designated language proficiency test as being fluent speaking or interpreting (not reading or writing) in sign language or other secondary languages shall receive one dollar and fifty cents (\$1.50) per hour premium pay, if the need for fluency is necessary in the current job and approved by the Department Head and City Manager. Each certified employee may be required to be recertified as a condition of continued receipt of premium pay. Authorization and continuation of premium pay will be at the sole discretion of the City Manager.
- N. DIRECT DEPOSIT:** As a general rule, all employees shall be paid by direct deposit of their payroll check into an account of their choice at a financial institution.
- O. PERMANENT PART-TIME EMPLOYEES:** Permanent, part-time employees are defined as working at the CITY one (1) year AND being a member of PERS pursuant to PERS

regulations (*see* Article VI, section E.4). Once a part-time employee has met the requirements to be considered permanent, they are eligible for limited benefits, defined as one-half (1/2) leave accruals, one-half (1/2) deferred compensation plan match, and ability to bid for open positions with the CITY. Any employee that is not permanent is deemed temporary.

- P. WELLNESS PROGRAM:** An employee who voluntarily joins a health or fitness club, purchases pre-approved exercise equipment, or visits a chiropractor shall be eligible for reimbursement of the fee up to but not exceeding fifty dollars (\$50) for each full month the employee has been employed. It will be the responsibility of the employee to submit requests for reimbursement to the Human Resources department in order to receive reimbursement. The CITY shall pay this reimbursement bi-annually under the CITY reimbursement policy. Each participating employee is solely liable and responsible for any and all personal injuries, and shall fully indemnify the CITY. The CITY assumes no liability for injury or compensation for employee participation in this program, nor is this a mandated program or a job requirement.

#### **ARTICLE VIII: HOURS AND WORKING CONDITIONS**

- A. HOLIDAY ACCRUAL:** The CITY allocates fourteen (14) eight-hour days per year accrued at 4.31 hours per pay period (one hundred twelve (112) hours per year). Holiday time may be taken as time off if the Department Head or City Manager can properly schedule the time off. Scheduled time off does not need to occur on actual holidays.

An employee may request payment of banked holiday pay, to be paid by separate check. Requests for cash payment pursuant to this section shall be submitted to the Human Resources department quarterly. Such requests must be submitted by March 1, June 1, September 1 or December 1 to be paid on the first full pay period in March, June, September or December. An employee may maintain a maximum of two hundred twenty-four hours (224) of banked holiday pay. Any excess holiday hours, above the maximum accrual, as of December 31<sup>st</sup> of any year, will be paid to employees in January of the next year using the rate of pay in effect prior to any Memorandum of Understanding increase in January.

Those employees assigned to a flex schedule will deduct the scheduled hours from their holiday accrual leave bank (E.g. An employee that is normally scheduled to work a 4/10 will deduct 10 hours holiday accrual from their leave bank on a holiday off).

A holiday shall cover a twenty-four (24)-hour period beginning at 12:00 a.m. and ending at 11:59 p.m.

- B. VACATION ACCRUAL:** Vacation time shall be accrued on the following basis and shall be credited for subsequent use each pay period.

Hire date - Three (3) years	two (2) weeks per year	3.077 hours per pay period
-----------------------------	------------------------	----------------------------

Three (3) years 1 day - Seven (7) years	three (3) weeks per year	4.615 hours per pay period
Seven (7) years 1 day - Nineteen (19) years	four (4) weeks per year	6.153 hours per pay period
Nineteen (19) years 1 day	five (5) weeks per year	7.692 hours per pay period

Total vacation accrual for any employee shall not exceed the equivalent of two (2) years' accrual at the current accrual rate for that employee. Employees will no longer accrue vacation hours once they have reached the cap.

An employee may request payment of up to forty (40) hours banked vacation pay, to be paid by separate check, per calendar year. Requests for cash payment pursuant to this section shall be submitted to the Human Resources department quarterly. Such requests must be submitted by March 1, June 1, September 1 or December 1 to be paid on the first full pay period in March, June, September or December.

- C. PROMOTION PROBATIONARY PURPOSES:** During the probationary in paid status following a promotion or transfer, a regular employee who held permanent status at the time of the promotion or transfer shall, upon the employee's request, be returned to a position in the previously held classification in the former employing department. If the return involves a change in classification, the salary step shall be the same step that the employee held or would have received immediately prior to the promotion or transfer. Computation of the probationary period in a paid status does not include overtime, stand-by, on-call or military leave of absence.
- D. BIDDING FOR OPEN POSITIONS:** In the event any position becomes open, it will be the responsibility of the Human Resources Department to notify permanent full-time and permanent part-time CITY employees of the opening prior to outside recruitment. Such responsibility shall include posting of a notice in a conspicuous place within each regular work location for a period of ten (10) working days prior to outside recruitment. This notice will include the rate of pay ranges, hours to be worked, and any special requirements and conditions. An eligible and qualified employee interested in an open position shall submit an application and supporting documentation within ten (10) working days of the announcement's posting to be considered for the position prior to outside recruitment. If an eligible and qualified represented employee is selected to fill an open position, the employee will maintain his/her seniority, but will be required to accept the salary step range applicable to the job. Placement of an individual on a step higher than starting pay will be at the discretion of the department administrator of the job applied for and the City Manager. Seniority within the CITY will prevail over similar qualifications. If an individual believes that he/she was unfairly evaluated for the position bid for, he/she may utilize the formal grievance procedure.

Employees shall meet all requirements, qualifications and training, and pass any and all examinations that may be required for such position before being appointed.

- E. HOURS:** The POA's official workweek shall be Friday from 6 a.m. to Friday at 6 a.m.

#### **ARTICLE IX: PERSONNEL RULES AND REGULATIONS**

Representatives from the CITY and the POA unit will meet for the purpose of possible modification of the Employees' Handbook and to convert it into a Personnel Rules and Regulations format.

#### **ARTICLE X: JOB DESCRIPTIONS**

Representatives from the CITY and each bargaining unit will meet for the purpose of possible modifications and revisions of employee job descriptions into a standardized and consistent format.

#### **ARTICLE XI: SAVINGS CLAUSE**

Should any provision of this Agreement, or any application thereof, be made unlawful by virtue of any Federal, State or local law and/or regulation, including judicial decisions, such provision shall be effective and implemented only to the extent permitted by such laws, regulations and decisions. In all other respects the provisions of this Agreement shall continue in full force and effect for the term thereof.

#### **ARTICLE XII: SKELLY PROCEDURE**

- A. STANDARDS OF CONDUCT:** It is expected that all CITY employees shall render the best possible service and reflect credit on the CITY, and therefore high standards of conduct are essential.
- B. IMPROPER EMPLOYEE CONDUCT:** Improper conduct may be cause for disciplinary action up to and including termination of employment. The term "improper conduct" means not only any improper action by an employee in the employee's official capacity, but also conduct by an employee not connected with the employee's official duties that affects the employee's ability to perform official duties, and any improper use of the position as an employee for personal advantage. In addition, improper conduct includes, but is not limited to, the following.
1. Tardiness.
  2. Failure to observe precautions for personal safety, posted rules, signs, safety instructions, or to use protective clothing or equipment.
  3. Careless workmanship resulting in waste of materials.
  4. Unsatisfactory work performance.

5. Abuse of sick leave privileges, e.g., failure to present adequate documentation of illness when required by the City Manager or respective department head, use of sick leave for unauthorized purposes.
6. Failure or delay in carrying out orders, work assignments, or instructions of superiors; inattention to, or dereliction of duty, including loafing or wasting time.
7. Acceptance of gifts from Parties doing business with the CITY.
8. Unauthorized sleeping while on duty.
9. Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.
10. Being on duty under the influence of a chemical or intoxicant or reporting for duty while so influenced.
11. Chemical or alcohol abuse affecting work performance.
12. Loss or destruction of CITY property or the property of others, through carelessness.
13. Political activity in violation of the law.
14. Unexcused absence from duty.
15. Reckless driving on CITY premises or reckless operation of CITY vehicle.
16. Gambling or promotion of gambling on CITY premises while on duty.
17. Endangering the safety of or causing injury to any employee, including him or herself.
18. Unauthorized disclosure of confidential information as defined by law or by written directive of the CITY or respective department.
19. Treating any CITY official, officer or employee, or any member of the public, in a disrespectful, rude, insulting, abusive or demeaning manner while in the performance of duties, or related thereto.
20. Unauthorized use of CITY vehicles or equipment.
21. Covering up or attempting to conceal defective work, removing or destroying same without permission.
22. Knowingly making a falsification, misstatement or concealment of material fact in connection with employment, promotion, any record, investigation, or other proper proceeding.
23. Making false or unfounded statements which are derogatory, slanderous or defamatory about other employees or officials.

24. Willful damage to CITY property or to the property of others.
25. Making a false confession.
26. Any on-duty violation of federal, state or local laws or any off-duty violation of law which might bring discredit to the CITY.
27. Failure to adhere to this adopted Memorandum of Understanding or to other CITY or departmental rules, policies or procedures.
28. Sexual harassment or other unlawful discrimination.
29. Willful violation of CITY or Departmental policies and procedures regarding media contact.

- C. **DISCIPLINARY PROCESS:** The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of CITY policies. The CITY will verbally counsel an employee when circumstances warrant it, prior to taking any formal disciplinary action. This gives the supervisor an opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it.

Discipline may be initiated for various reasons, including, but not limited to, violations of CITY work rules, insubordination or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to dismissal.

The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Disciplinary actions imposed under this article shall be in accordance with sections 3300-3311 of the California Government Code.

1. Normal Progressive Discipline Sequence:

- a) Verbal Reprimand: To communicate to the employee that a repeat action may result in more serious disciplinary action. (Not appealable)
- b) Written Reprimand: A written communication to the employee that the same or related offense has been committed. A copy of this warning is given to the employee and one copy is filed in the employee's personnel file. Written reprimands may be appealed to the Chief of Police within five (5) calendar days. The decision of the Chief of Police shall be final. In addition, the employee may submit a written response within thirty (30) calendar days. The employee's response will be attached to the written reprimand.
- c) Suspension: Temporary removal of an employee from his/her duties without pay for misconduct.

- d) Demotion: This step involves either the reduction in pay step or reduction in class.
  - e) Dismissal: The final step in the disciplinary process.
2. Disciplinary Procedure: Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The CITY reserves the right to deviate from this sequence when it feels that circumstances are so severe that such a deviation is warranted. The Chief of Police or designee is vested with the authority to determine the appropriate course of action.

Further steps in the discipline involving suspension, demotion or dismissal should not be taken without consulting the department head and the Human Resources Director.

- a) Suspension, Demotion, Dismissal. Subject to the Hearings and Appeals Procedures specified in section D below, the CITY may:

Impose a suspension without pay upon an employee when, in his/her judgment, such action will best serve the interests of the CITY. Such suspension shall, however, not exceed a period of thirty (30) working days except that if the suspension is imposed because of an employee's trial by a court of law, the suspension may extend to such time as that court has rendered its decision.

- b) Suspension without Pay. Suspensions shall occur only after the notice procedures specified in section D.1 and shall be subject to appeal in accordance with section D.2.
- c) Demote a regular employee to a position in a lower class with an appropriate reduction in pay or a reduction in pay step, for reasons including, but not limited to, unsatisfactory performance.
- d) Dismiss for cause any regular employee.

**D. HEARINGS, APPEALS AND GRIEVANCES:** Only discipline involving suspension, demotion or dismissal is subject to an appeal as outlined below.

- 1. Pre-Discipline Meeting Procedures: Prior to undertaking the personnel actions set forth in Article XII, the department head or designee shall first provide the employee with a written specification of reasons for the proposed action and all documents relied on to support the action being taken. The statement shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/her right to request a meeting with the department head. The employee may, accordingly, request a meeting to determine if there is cause for the proposed personnel action. A request for a

meeting must be in writing and must be delivered to the department head on or before five (5) working days after the employee's receipt of notice of intended action.

Upon receipt of the Request for Meeting, the department head shall notify the employee of the time and place for a meeting to be held not later than ten (10) working days after receipt of the request therefore. The employee shall be entitled to be present at such meeting together with an attorney and/or designated representative. The meeting is to be conducted by the department head or designee and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. All decisions of the department head or designee shall be rendered within ten (10) working days after conclusion of the meeting, and shall be final unless timely appealed by the employee as provided in section D.2.

2. Appeals Procedures: Any regular employee subjected to any disciplinary action set forth herein (suspension, demotion or dismissal) may appeal any decision of the department head or designee by filing a written Notice of Appeal with the City Manager or designee within five (5) working days after his/her receipt of the decision. The employee's appeal shall be heard by an impartial hearing officer selected in a manner mutually agreeable to the City Manager and the employee; if no agreement is reached the hearing officer shall be selected from a list of advisory mediators from a list provided by the State Mediation and Conciliation Service (SCMS) – Public Employment Relations Board (PERB).
  - a) Representation: The employee may be represented by his/her Association/Union representative, any other regular employee of the CITY, or his/her attorney.
  - b) Hearing: The hearing officer shall issue subpoenas to compel the attendance of witnesses, if he/she deems such to be necessary at the request of either Party. The hearing may be recorded by a certified shorthand reporter.
  - c) Evidence: Oral evidence shall be taken only on oath or affirmation. Each Party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which Party first called him/her to testify, and to rebut the evidence against him/her.
3. Binding Arbitration: Permanent employees who receive a long-term suspension or are demoted or terminated may, after the hearing, appeal the discipline by submitting it to binding arbitration. Arbitration shall be conducted as follows: If the Parties cannot mutually choose an arbitrator, the Parties will request a list of five (5) arbitrators, preferably arbitrators with experience in police and fire discipline matters, from the State Mediation and Conciliation Service (SMCS) - Public Employment Relations Board (PERB). The Parties will flip a coin. The winner shall choose the first name

and so on until one name is left who shall be the arbitrator. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Limited discovery may be conducted in the arbitration proceeding as approved by the arbitrator. Unless the employee and the CITY stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by a neutral mediator. The Parties shall split the cost of all fees charged for such mediation and arbitration proceedings as permitted by law. The arbitrator's decision is final and binding.

### **ARTICLE XIII: GRIEVANCE PROCEDURE-NON-SKELLY**

- A. PURPOSE:** A grievance is a complaint by an employee or the employee's organization that the employee has been adversely affected due to a misinterpretation or misapplication of this Memorandum of Understanding. Disciplinary actions are subject only to the provisions of Article XII, and are not subject to the procedures of this Article.
- B. TIME LIMIT FOR PURSUING GRIEVANCES:** To ensure timely resolution of grievances, a grievance shall be pursued within 10 business days after the employee became aware of the grievance, or reasonably should have been aware of it. All other grievances shall be deemed untimely and may be rejected unless the city manager, in his/her sole discretion, determines that there is good cause for the late filing of a grievance.
- C. GRIEVANCE PROCEDURE:** There are four steps to the grievance procedure:

**Step 1: Informal Discussion with Immediate Supervisor:** Employee(s) shall first take their grievance up informally with his/her immediate supervisor. If the grievance is not resolved by informal discussion, the employee(s) may formally submit, in writing, the grievance to his/her immediate supervisor. The employee(s) shall briefly describe the grievance and, when possible, a suggested solution. The immediate supervisor shall forward the grievance within two working days to the department head. If the immediate supervisor is the subject of the grievance, skip to Step 2.

**Step 2: Department Head:** The department head shall meet with the employee(s) within three working days after receiving the written grievance and shall deliver his/her answer in writing to the employee(s) within two working days thereafter. The employee(s) shall have the right to present the grievance to the department head with or without a representative.

**Step 3: Human Resources Director or Assistant City Manager:** If the grievance is not resolved in step 2, the employee(s) may submit it in writing to the Human Resources Director (or Assistant City Manager) within three working days after the department head's answer is received by the employee(s). The Human Resources Director (or Assistant City Manager) shall meet with the employee(s) within three working days after having received the written grievance and shall deliver his/her response to them in writing within three working days after such meeting.

**Step 4: City Manager:** If The grievance is not resolved in step 3, the employee(s) may submit it in writing to the City Manager within three working days after the decision of the Human

Resources Manager/Assistant City Manager is received. The City Manager shall meet with the employee(s) within five working days after having received the grievance and shall deliver his or her response in writing within five working days after such meeting, or subsequent meeting(s), if any. The decision of the City Manager shall be binding and conclusive on all Parties.

#### **ARTICLE XIV: NEGOTIATING**

As set forth in the introduction, for purposes of renegotiating the Agreement, either may Party submit a written request to the other Party to renegotiate this Agreement no earlier than January 1 and no later than January 31 prior to the scheduled date of expiration of the Agreement. No later than the last day of February, both Parties shall meet and exchange their respective written proposals. Any terms of the Agreement that are not addressed or changed in either of the initial, exchanged proposals of the Parties, whether or not they are mandatory subjects of bargaining, shall be automatically deemed a part of the contract being negotiated by the Parties consistent with the Employer-Employee Relations Resolution, unless the Parties mutually agree otherwise.

The Parties shall meet and confer in good faith in an endeavor to reach agreement prior to the adoption of the CITY's final budget for the ensuing fiscal year. As set forth in the Employer-Employee Relations Resolution, good faith shall consist of, among other things, the meeting of the Parties at reasonable times and places, the exchange of information, the exchange of proposals and counter proposals; however, it shall not require the granting of a concession, nor the incorporation of permissive items into the final agreement. In the event that an agreement is reached the Parties shall reduce the matter to writing in the form of a memorandum of understanding, which shall not be binding, and shall submit the matter for consideration before the City Council during a public meeting.

#### **ARTICLE XV: WAGE REOPENER**

During the term of this Agreement, in the event that CITY determines that layoffs will be implemented during the term of this Agreement, both Parties agree that upon written notice from CITY, this Agreement shall reopen on the subject of wages only, and the Parties shall meet and confer over wages.

[SIGNATURES ON THE FOLLOWING PAGE.]

SIGNATURE PAGE TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BEAUMONT  
AND  
POLICE OFFICERS ASSOCIATION  
(POA)  
Effective September 1, 2018 through August 31, 2020

All terms and conditions set forth in this Agreement are hereby ratified by the POA members and approved by the City Council on the \_\_\_ day of August 2018.

**For the City of Beaumont**

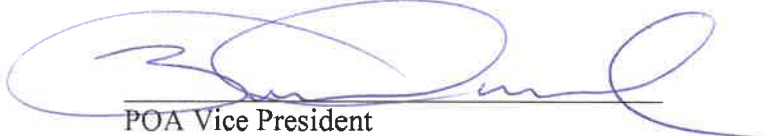
  
\_\_\_\_\_  
City Manager

8/22/18  
\_\_\_\_\_  
Date

**For the Police Officers Association**

  
\_\_\_\_\_  
POA President

08-21-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
POA Vice President

8/21/18  
\_\_\_\_\_  
Date